

SUBCONTRACT FOR SERVICES AGREEMENT

This Subcontract for Services Agreement is made between **COMMAND MANAGEMENT SERVICES, INC.**, Portland, OR (hereafter Contractor) and the **GUESTHOUSE INN & SUITES**, Montgomery, AL (hereafter Subcontractor). Throughout this document the term "subcontract", "agreement" and "subcontract agreement" are used and are to be considered as referring to this document.

This is an Agreement for the submission of an offer on U.S. Government solicitation **DABK21-03-0011**, (and if Contractor is successful in obtaining the award of a contract as a result of the offer), in the subsequent performance of services called for under the resulting contract in accordance with the terms and conditions of this Agreement. Contractor and Subcontractor are bound by the terms and conditions of this Agreement. This Agreement is entirely contingent upon the authorized U.S. Government representatives inspecting and accepting the Subcontractor performance facilities¹ as being suitable for the performance of services. Both parties agree herewith to be bound by this Agreement.

The Contractor and Subcontractor agree as set forth below:

1. Performance Work Statement (PWS):

a. The Contractor shall do the following:

(1) provide all necessary supervision, labor, materials, supplies, and facilities to perform the work as itemized in the Prime Contract statement of work, except as specifically subcontracted in this agreement; and,

(2) Pay for the performance of contract work performed by the Subcontractor on the basis of unit price as set forth in Appendix A. **Unit prices shall be inclusive of all applicable taxes and gratuities.**

b. The Subcontractor shall have the following performance responsibilities:

(1) Provide all the supervision, labor, equipment, materials and supplies to perform all duties and responsibilities of the subcontract in accordance with the terms and conditions of the subcontract and the **MEALS & LODGING** requirements of the Performance Work Statement (PWS) as set out in Appendix B.

¹"Performance facilities" describes any and all facility(ies) provided by the subcontractor for the purposes of lodging applicants as defined within the PWS incorporated herein.

(2) Perform the specific subcontracted work as detailed herein and for the prices specified in Appendix A. Unit prices shall be inclusive of all applicable taxes and gratuities.

(3) Ensure compliance with any current or future U.S. Department of Labor Wage Determination, incorporated with the Solicitation/Prime Contract, as set forth in Appendix C. This compliance applies to any position(s) used by Subcontractor in the performance of its duties and responsibilities. (See Appendix C)

2. Payment for Services:

The Contractor shall pay Subcontractor for work performed on a monthly schedule. Payments due the Subcontractor will be payable by Contractor not more than ten (10) days after Contractor has received payment from the Government under the Prime Contract for the particular services period. Payment will be made as follows: Subcontractor shall present an invoice at the end of the first month of operation. The invoiced quantities of rooms and meals shall be in agreement with the figures from the MEPS finance office. Contractor's on-site representative will work with Subcontractor and MEPS to come to an agreement within a short time after the end of the month, usually during the first 10 days. The Contractor shall pay the Subcontractor on the normal government pay cycle which usually occurs within 30-45 days after completion of a month's work.

3. Authorized Representatives:

The authorized representatives of the parties to this Subcontract are as follows:

a. Contractor: The following individuals shall be designated as the representative, and alternate for the Contractor.

Monica C. Anderson, President/CEO
T. A. Moore, Vice President (alternate)
Command Management Services, Inc.
621 S.W. Alder St. Ste. 810
Portland, OR 97205
tel.: (503) 224-5600
fax: (503) 224-6848

b. Subcontractor: The following individuals shall be designated as the representative, and alternate for the Subcontractor.

Dan Meyer, IT Manager
Guesthouse Inn & Suites
120 Madison Avenue
Montgomery, AL 36104
tel: (334) 264-2231
fax: (334) 263-3179

4. If the Government fails to allow relocation of Contract performance facilities to the facilities proposed by Subcontractor, this Agreement shall lapse, and neither party shall have any further obligation or duty to the other. Each party shall stand its own costs or expenses incurred in the proposal process.

5. Subcontractor agrees to provide up to three (3) room-nights per month for Contractor use in coordinating, training and retraining subcontractor personnel and general oversight of the contract activities. Such room will be provided on a complimentary basis. All other associated room costs such as telephone, food and drink, valet service and all other miscellaneous charges will be borne by the Contractor and Contractor personnel.

6. Subcontractor is obligated to provide full and complete performance in accordance with the specifications of this Agreement, to include all provisions for both lodging and meals which consistently meet the requirements of the U.S. Government. Further, the Subcontractor's facility must be co-located or within 200 feet of an approved dining and/or lodging establishment. Should the either dining and/or lodging establishment fail to provide full and complete performance in accordance with contract specifications, and such failure becomes chronic or incurable, this subcontract agreement may be terminated.

7. Contractor agrees to furnish comprehensive written procedures, in the form of a Standing Operating Procedures (SOP) covering all operational aspects expected under this Agreement. Contractor shall train subcontractor staff in the implementation of the SOP.

8. Subcontractor agrees that it will not seek payment, nor make a collection effort against the applicants for meals or lodging charges. Neither Contractor nor Subcontractor shall require or request applicants to sign any documentation acknowledging liability for meal or lodging charges.

9. Contractor requires Subcontractor to maintain a satisfactory level of cleanliness and customer service. Subcontractor is subject to ongoing Government and Contractor facilities inspections.

10. Subcontractor will provide a dedicated room for Contractor use as an applicant lounge. This room shall be of sufficient size to comfortably **accommodate 60-70 persons** in various configurations. The room must be lockable and cleaned daily. Contractor shall provide a large-screen television with accessories, games, etc.; Subcontractor shall provide tables, chairs and other lounge furniture necessary to properly appoint the room. Subcontractor further agrees to reserve a minimum of **45 double rooms until 8:00pm daily** (Sunday thru Thursday, plus one Friday per month) unless the rooms are cancelled earlier by the Contractor. (During the high processing months of January, June, July & August the quantity of double rooms held may go up significantly. Contractor will advise the Subcontractor of those exceptional periods and Subcontractor agrees to increase the room block reservation accordingly.)

11. Subcontractor agrees to provide current proof of insurance to the Contractor. Such proof shall name the Contractor and its clients as additionally insured within the Subcontractor's insurance umbrella.

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Revised: 1/21/03

12. This Agreement shall be binding upon any successors in interest of the parties and their assigns. The Subcontractor agrees that it will not sell, transfer, assign, lease or other-wise change ownership or management of the facility(ies) without either prior permission of Contractor or obtaining written agreement from any new owner, manager, buyer, assignee or leasee that they will be fully bound to the terms of this Agreement and will furnish or perform the services provided for herein.

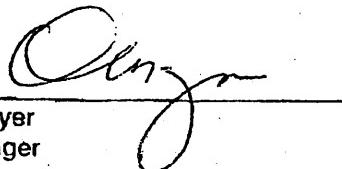
13. This Agreement may be terminated through the written conveyance, via certified mail return receipt, of a 60 (sixty) day notice of intent to terminate the agreement upon the other party. This clause may only be exercised within 30 (thirty) days of each option year anniversary. Such a termination shall be at "no fault" and this Agreement shall conclude at no cost to either party.

AGREED TO this 21st Day of January, 2003.

SUBCONTRACTOR

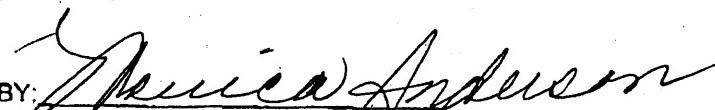
Guesthouse Inn & Suites

BY:

Dan Meyer
IT Manager**CONTRACTOR**

Command Management Services, Inc.

BY:

Monica Anderson
President

Appendices:

APPENDIX A:

PRICE AND PAYMENT SCHEDULE

APPENDIX B:

PERFORMANCE WORK STATEMENT (PWS)

APPENDIX C:

U.S. DEPARTMENT OF LABOR WAGE DETERMINATION

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Case 2:05-cv-00790-DRB

Guest House Inn

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5TH REVISION: 02/20/03

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APPENDIX A
BEST & FINAL
PRICE AND PAYMENT SCHEDULE

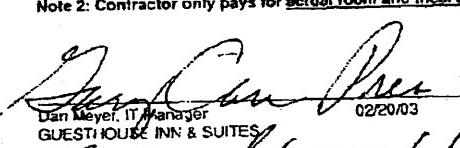
ITEM	ESTIMATED QUANTITY (1)	UNIT OF MEASURE	UNIT PRICE (1)	ESTIMATED AMOUNT
Base Period: (for the period: 1 Mar 2003 through 29 Feb 2004)				
0001A Single Lodging Requirements, Per Appendix B.	518	Person	\$32.00	\$16,580.80
0001B Double Lodging Requirements, Per Appendix B.	20,208	Person	\$20.00	\$404,157.00
0001C Meals Requirements, Per Appendix B.	20,726	Person	\$11.00	\$227,986.00
0001D Applicant Lounge Requirements, Per Appendix B.	20,726	Person	INCLUDED	INCLUDED
0001E Emergency Noon Meals, Per Appendix B.	32	Person	\$8.20	\$262.40
Contractor's First Option Period: (for the period: 1 Mar 2004 through 28 Feb 2005)				
0002A Single Lodging Requirements, Per Appendix B.	544	Person	\$32.96	\$17,932.14
0002B Double Lodging Requirements, Per Appendix B.	21,218	Person	\$20.60	\$437,095.80
0002C Meals Requirements, Per Appendix B.	21,762	Person	\$11.33	\$246,566.86
0002D Applicant Lounge Requirements, Per Appendix B.	21,762	Person	INCLUDED	INCLUDED
0002E Emergency Noon Meals, Per Appendix B.	32	Person	\$8.45	\$270.27
Contractor's Second Option Period: (for the period: 1 Mar 2005 through 28 Feb 2006)				
0003A Single Lodging Requirements, Per Appendix B.	571	Person	\$33.95	\$19,393.60
0003B Double Lodging Requirements, Per Appendix B.	22,279	Person	\$21.22	\$472,719.10
0003C Meals Requirements, Per Appendix B.	22,850	Person	\$11.67	\$266,662.06
0003D Applicant Lounge Requirements, Per Appendix B.	22,850	Person	INCLUDED	INCLUDED
0003E Emergency Noon Meals, Per Appendix B.	32	Person	\$8.70	\$278.38
Contractor's Third Option Period: (for the period: 1 Mar 2006 through 28 Feb 2007)				
0004A Single Lodging Requirements, Per Appendix B.	600	Person	\$34.97	\$20,974.18
0004B Double Lodging Requirements, Per Appendix B.	23,393	Person	\$21.85	\$511,245.71
0004C Meals Requirements, Per Appendix B.	23,993	Person	\$12.02	\$288,395.02
0004D Applicant Lounge Requirements, Per Appendix B.	23,993	Person	INCLUDED	INCLUDED
0004E Emergency Noon Meals, Per Appendix B.	32	Person	\$8.96	\$286.73
Contractor's Forth Option Period: (for the period: 1 Mar 2007 through 29 Feb 2008)				
0005A Single Lodging Requirements, Per Appendix B.	630	Person	\$36.02	\$22,683.58
0005B Double Lodging Requirements, Per Appendix B.	24,563	Person	\$22.51	\$552,912.24
0005C Meals Requirements, Per Appendix B.	25,193	Person	\$12.38	\$311,899.21
0005D Applicant Lounge Requirements, Per Appendix B.	25,193	Person	INCLUDED	INCLUDED
0005E Emergency Noon Meals, Per Appendix B.	32	Person	\$9.23	\$295.33

(1) Contractor basis of Payment will be actual signatures of applicants on daily lodging forms (form 727 & 728).

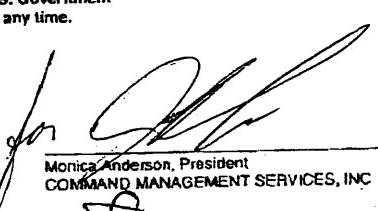
TOTAL: \$3,818,596.40

(2) Rates are inclusive of all applicable tax and gratuities.

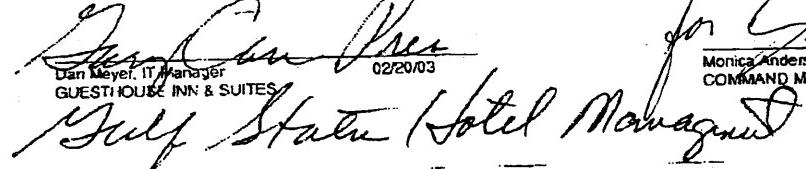
Note 1: Option period length is solely dependent upon the discretion of the U. S. Government Contracting Officer. This procurement may be cancelled by the Government at any time.

Note 2: Contractor only pays for actual room and meal usage.

 Dan Meyer, IT Manager
 GUEST HOUSE INN & SUITES

02/20/03


 Monica Anderson, President
 COMMAND MANAGEMENT SERVICES, INC

02/20/03



STATEMENT OF WORK
FOR
PROVIDING MEALS AND LODGING
TO APPLICANTS PROCESSING AT THE
MILITARY ENTRANCE PROCESSING STATION (MEPS),
MONTGOMERY ALABAMA

SECTION 1

GENERAL

1.1 Scope of Work. The contractor shall furnish facilities, furniture, equipment, supplies, management, supervision and labor to provide lodging accommodations, meal services and transportation services as specified herein for Armed Forces/Government Agency applicants processing at the Montgomery Military Entrance Processing Station, (MEPS), 705 McDonald, Maxwell AFB Gunter Annex, Montgomery AL 36114-5034. The contractor shall provide services in accordance with the terms, conditions and specifications set forth in this statement of work and generally include:

1.1.1 Providing single and double occupancy motel/hotel rooms, supper, and breakfast the following morning, when called for by the Contracting Officer.

1.1.2 Providing transportation (bus, limousine, van or taxi) service as outlined in paragraph 1.9.

1.1.3 Providing parking for those applicants who arrive in privately owned vehicles and are provided rooms in accordance with this contract.

1.1.4 The total unit price per applicant for single room or double room shall be the same rate and shall include the costs for breakfast and supper meals and transportation service.

1.2 Subcontracting. The contractor shall furnish meals and lodgings from his/her establishment or at a location specified in the contract. The contractor shall not subcontract to any other establishment or any other location not specified in the contract without prior written approval of the Contracting Officer. Establishments proposed for subcontracting shall meet all specifications required in the performance of services under the terms of this contract.

1.3 Meals.

1.3.1 The contractor shall serve breakfast and supper to applicants.

1.3.2 For informational purposes, historical data has shown that last year, approximately 85% of applicants ate breakfast and approximately 85% of applicants ate supper. The contractor shall offer meals to all applicants lodged under this contract.

1.4 The contractor shall provide services under this contract as specified. General operational requirements, (meals, lodging and transportation) shall normally be required for applicants arriving on Sundays through Thursdays, and approximately 13 Fridays.

1.9 Transportation Requirements.

1.9.1 The contractor shall provide transportation to incoming applicants who shall be lodged at the contractor's facility. Transportation shall be provided from the commercial bus terminal, train station and airport located in Montgomery AL. The contractor shall pick up applicants within 30 minutes from the time the applicant calls. Approximately 10% of the applicants staying at the hotel are expected to require transportation from the bus terminal to the hotel.

PM TRANSPORT FOR M.

1.9.2 The contractor shall provide transportation to move applicants from the contractor's facility to the MEPS. The contractor shall transport all applicants from his/her facility to the MEPS each morning so as to arrive at the MEPS site no later than 5:30 A.M. The contractor is responsible for transporting the applicants on-time; however, applicants shall not be awakened any earlier than 30 minutes before breakfast time.

1.9.3 The contractor shall provide transportation for applicants stranded at the airport due to flight cancellations and/or other emergency situations. Applicants will be afforded services in accordance with the statement of work. Services will be required approximately 25 times per year.

1.9.4 The cost for the transportation requirements listed in paragraphs 1.9.1, 1.9.2 and 1.9.3 above shall be included in the room cost.

1.10 Quality Assurance. The Government will monitor the contractor's performance under the following methods:

1.10.1 The MEPS Commander, the MEPS Medical Officer, the designated USMEPCOM Sector representative, and USMEPCOM Inspector General or their designated representative, and/or any other person designated in writing by the Contracting Officer will inspect the contractor's facilities to ensure that state and local health, sanitation and fire prevention standards are being maintained, and that accommodations and meals are being furnished in accordance with contractor's proposal. Such inspections will be conducted at unannounced times.

1.10.2 The Government requires the contractor to perform all services as specified on the effective date of the contract.

1.10.3 The Quality Assurance Evaluator (QAE) will monitor the contractor's performance in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

1.11 Courtesy. The contractor's employees shall be courteous to all persons served under this contract. Courtesy rendered shall be equal to that rendered to other customers of the establishment and equal to that expected of any public lodging facility. Services and consideration provided all guests shall be provided applicants.

1.4.1 Services may be required on other days due to emergency situations such as canceled airline flights or inclement weather. Orders will normally be issued by the Contracting Officer in advance. Failure by the Government to provide such advance notice or to modify the order once issued without providing additional notice will not be grounds for a claim for additional compensation by the contractor.

1.4.2 Lunch shall be provided to applicants for emergency situations only. The Contracting Officer will modify the delivery order to add the number of emergency lunches served.

1.5 The Government estimates that an average of 80, and a maximum of 200 applicants will require services daily. Of the established annual total, less than 1% of the annual estimate will require single room accommodations. An estimated 30 applicants annually will require services under emergency situations. This number shall be an estimate only based on the best information available to the Government at the time of notification. The contractor shall reserve requested rooms until 6:00 P.M. each evening. Rooms shall be assigned within 15 minutes after arrival at the lodging facility.

minimum of 100 dollars.

NOTES:

- 1) PAYMENT WILL BE MADE FOR THE ACTUAL NUMBER OF APPLICANTS ORDERED, UNLESS AN APPLICANT IS CANCELLED PRIOR TO 6:00 P.M., LOCAL TIME. ***THE COST FOR THE APPLICANT THAT DID NOT SHOW AND WAS NOT CANCELLED PRIOR TO 6:00 P.M., LOCAL TIME, WILL BE 75% OF THE COST OF CLINS 0001AA, 0002AA, 0003AA, 0004AA AND 0005AA***
- 2) APPLICANTS NOT PROJECTED WILL BE PROVIDED SERVICES AT THE RATE PRICED IN CLINS 0001AB, 0002AB, 0003AB, 0004AB AND 0005AB. THESE CLINS WILL NOT BE CONSIDERED IN THE EVALUATION PROCESS.
- 3) A PROJECTED APPLICANT CAN BE SUBSTITUTED, BY NAME ONLY, WITH A NON-PROJECTED APPLICANT, AT ANY TIME.
- 4) IF, BY CHANCE, THE ORIGINAL PROJECTED APPLICANT ARRIVES, THAT INDIVIDUAL WILL BE CHARGED THE "WALK-IN" RATE.

1.5.1 A record of actual meals and lodging use for a 12 month period is provided at Technical Exhibit (TE) 1. This historical data is provided for information only to reflect the variations in requirements throughout the year and does not reflect actual or projected requirements.

1.5.2 All applicants coming to the contractor will be provided services called for by this contract. Applicants whose names are not reflected on the processing list provided daily by the MEPS shall be identified as a "walk-in" and processed by the contractor as outlined. The contractor shall be provided the applicant processing lists from the MEPS by 4:00 P.M. daily. How the contractor gets the lists from the MEPS will be agreed upon between the contractor and the MEPS. Forms can be made by delivery by the MEPS to the contractor; picked-up by the contractor at the MEPS or the MEPS can provide the forms by facsimile.

1.5.3 The MEPS will be closed on Federal holidays and on approximately five training days per year. The contractor will be notified in advance of the specific training dates.

1.6 Illegal Acts. The contractor shall not knowingly condone illegal acts on the premises of his/her establishment.

1.7 Security. The contractor shall provide their plan for security to ensure the applicants are in a safe and crime free environment.

1.8 Liability. The Government assumes no liability for any damage caused by the applicants.

1.12 Vehicles.

1.12.1 Vehicles used to transport applicants shall meet the local and state inspection and safety requirements to include appropriate insurance. Vehicles shall be appropriately (professional quality) identified with the lodging facility's name clearly visible.

1.12.2 Vehicles shall be kept neat and clean inside and out.

1.12.3 Vehicles shall be equipped with heater and air conditioner to provide comfortable temperatures.

1.12.4 Vehicles shall be operated by drivers who meet all state and local licensing and insurance requirements. Drivers shall transport applicants in a safe, legal and courteous manner. Safety standards and courtesy rendered will equal those that would be afforded by any other chartered or public transportation service.

SECTION 2

DEFINITIONS

1. Walk-in's are applicants that are not projected by the MEPS and are not listed on the MEPS daily forms.
2. U.S. Federal Holidays, as established pursuant to 5 U.S.C. 6103(a).

New Year's Day	1 January
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

NOTE: If the holiday falls on a Sunday, it will be observed the following Monday, those falling on a Saturday will be observed on the preceding Friday. The MEPS will normally be closed on holidays, but applicants will normally require meals and lodging on holidays to process at the MEPS on the following day. There are approximately five training days per year. The contractor will be notified in advance of the specific dates.

SECTION 3

GOVERNMENT-FURNISHED PROPERTY

The Government will provide the contractor the necessary daily authorization and receipt vouchers. (See Technical Exhibit 2).

SECTION 4

CONTRACTOR-FURNISHED PROPERTY

The contractor shall furnish all food, facilities, equipment, supplies, management, supervision and labor required for the performance of this contract, except that specifically identified as Government-furnished property in Section 3.

SECTION 5

LODGING/MEALS SPECIFICATIONS AND SPECIFIC TASKS

5.1 Lodging Specifications.

5.1.1 General. The contractor shall provide:

5.1.1.1 The sleeping facilities furnished shall be solely on the basis of one individual to a bed with no more than two individuals to a room for double occupancy.

5.1.1.1.1 In case of an emergency, contractor will be allowed to put three individuals to a room, using a roll-away bed. THIS WILL BE ALLOWED ONLY IN AN EMERGENCY. IT WILL BE MONITORED.

5.1.1.2 Accommodations, services and privileges normally provided to other guests by the establishment shall be given to applicants billeted at Government expense.

5.1.1.3 All applicants identified as requiring single rooms are officer candidates. A double room may be assigned to an officer candidate if a single room is not available, but the officer candidate shall not share the double room with another applicant.

5.1.1.4 Unless the Government specifically requests a single room for an individual, the contractor shall provide double rooms to all applicants, with no more than two individuals in a double room with two beds.

5.1.1.5 Male and female applicants will not be billeted in the same room. Males will be billeted on separate floors from the females or in separate wings of a single floor facility if at all possible.

5.1.1.6 Wake-up service shall be provided; however, applicants shall not be awoken earlier than a half hour prior to breakfast.

5.1.2 Fire and Safety. The contractor's facility shall comply with applicable fire and safety codes and regulations.

5.1.3 Miscellaneous Services.

5.1.3.1 The Government will not be responsible for any miscellaneous charges incurred by the applicant. The contractor shall explain to the applicants miscellaneous services not covered by this contract, such as personal telephone charges, pay-for-view movies, room service, meals in excess of the contract requirements, and other such services available. The contractor shall provide information to the applicants on the schedules for meals, wake-up and transportation, and other services available through this contract.

5.1.3.2 Accompanying spouses. The Government is under no obligation to provide services for accompanying spouses. Charges for accompanying spouses shall be between the contractor and the spouse. If an accompanying spouse is billeted with the applicant, the Government shall be charged only the applicant's portion of a double room.

5.2 Meals shall be served at the times indicated below:

5.2.1 Supper meals from 5:00 P.M. (NOTE: ALL APPLICANTS WILL BE AFFORDED A SUPPER MEAL, REGARDLESS OF ARRIVAL TIME.)

5.2.2 Breakfast from 4:45 A.M.

5.2.3 Emergency Lunches from 11:00 A.M.

5.2.4 The contractor shall serve supper and breakfast to applicants within 20 minutes from time of arrival at the dining facility.

5.3 Meals/Lodging Vouchers. The contractor shall perform administrative functions to account for meals/lodging services to MEPS applicants. Necessary forms and instructions will be made available to the contractor by the Contracting Officer's representative. The contractor shall return the completed forms with the daily charges to the MEPS on a daily basis no later than noon on the third work day following the applicant's arrival at the contractor's facility.

SECTION 6

REFERENCES

Documents applicable to this Performance of Work Statement are listed below and are coded as either mandatory or advisory. The contractor shall be obligated to follow those coded as mandatory. These references with any subsequent changes shall be furnished to the contractor. The contractor shall post and update changes to the applicable publication. If any changes become effective during the contract period which effects the requirements of this contract, these changes shall be negotiated with the contractor.

	<u>MANDATORY</u>	<u>ADVISORY</u>
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Instructions for Vendors for the Meals and Lodging Voucher System (TE-2)

X

Applicable State and Local Fire and Safety Codes

X

TECHNICAL EXHIBIT 1

HISTORICAL DATA

MONTGOMERY ALABAMA MEPS

MEALS AND LODGING SUMMARY

	<u>ROOM QTY</u>
NOV 01	1418
DEC 01	996
JAN 02	2015
FEB 02	1650
MAR 02	1610
APR 02	1685
MAY 02	1907
JUN 02	2183
JUL 02	1884
AUG 02	1728
SEP 02	1891
OCT 02	1753
TOTAL	20,720

NOTE:

The above historical data, reflecting the actual use during the period shown, is provided for information only.